

PARTNERS AGREEMENT FOR RED WOLF PROGRAM

Project Originator and Organization Code: Mike Phillips, 41630
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Cooperator: [REDACTED]

Address: [REDACTED]

SUMMARY OF PARTNERS AGREEMENT

Location (Legal Description): about 1,000 acres (hereinafter referred to as [REDACTED] Farm) located in Hyde County, North Carolina.

Relationship to Refuge: [REDACTED] Farm is located southwest of the [REDACTED] border of Pocosin Lakes National Wildlife Refuge. Portions of [REDACTED] Farm share a common boundary with the refuge.

Description of Agreement: This agreement requires that [REDACTED] permit red wolves to wander property described above. Additionally, [REDACTED] will provide U.S. FISH AND WILDLIFE SERVICE personnel access to property described above so that they can manage resident red wolves.

Compensation: This agreement requires that the U.S. FISH AND WILDLIFE SERVICE provide \$1000.00/year for services rendered by [REDACTED].

Benefits and Comments: [REDACTED] Farm consists of habitats that are ideal for endangered red wolves. Inclusion of [REDACTED] Farm in the Red Wolf Recovery Program through this Partners Agreement will significantly increase the odds of the U.S. FISH AND WILDLIFE SERVICE realizing its objective of establishing a viable population of red wolves in eastern North Carolina.

PARTNERS AGREEMENT FOR RED WOLF PROGRAM

This PARTNERS AGREEMENT is made and entered into this 15th day of OCTOBER, 1993, by and between the [REDACTED] [REDACTED] (hereinafter referred to as [REDACTED] and the United States of America, acting through the **FISH AND WILDLIFE SERVICE** (hereinafter referred to as "the SERVICE")

W I T N E S S E T H

WHEREAS, the **SERVICE** is authorized to take steps required for the development, management, advancement, conservation and protection of wildlife resources pursuant to the Fish and Wildlife Act of 1956, 16 U.S.C. sec. 742a et seq., the National Wildlife Refuge System Administration Act of 1966, 16 U.S.C. sec. 668dd et seq., and the Endangered Species Act of 1973, 16 U.S.C. 1531-1543; 87 Stat. 884, as amended, and

WHEREAS, the **SERVICE** has implemented a historical attempt to reestablish the endangered red wolf (Canis rufus) on Alligator River National Wildlife Refuge; and

WHEREAS, the project represents the first time in history that an attempt has been made to reestablish an animal, extinct in the wild, back into its former range; and

WHEREAS, [REDACTED] wishes to assist the **SERVICE** in the preservation and attempt to return to the wild the endangered red wolf; and

WHEREAS, [REDACTED] owns 1,000 acres of land adjacent to and near the Refuge containing habitats very similar to that of the Refuge; and

WHEREAS, occasionally within recent months red wolves have wandered onto lands owned and managed by [REDACTED]

NOW THEREFORE, [REDACTED] and the **SERVICE** agree as follows:

1. That the **SERVICE** provide One Thousand Dollars (\$1,000)/year for services rendered by [REDACTED]. Payment will occur after receipt of an invoice from [REDACTED] for services provided during the preceding fiscal year (October 1 through September 30). Unless terminated by written notice, this Agreement will remain in force for a period of five (5) fiscal years (1994 through 1998, inclusive).

2. That [REDACTED] will allow red wolves to wander his land.

3. That [REDACTED] will allow personnel of the **SERVICE** access to, in, over and across his land to track, monitor, and if need be, capture wolves.

4. That personnel of the **SERVICE** shall immediately vacate [REDACTED] lands if notified that their presence is causing damage or deterioration to [REDACTED] lands or in any other way hindering [REDACTED] operations.

5. That upon termination of this agreement the **SERVICE** will immediately capture and remove all red wolves from [REDACTED] land.

6. That the liability of the United States for acts or omissions of its employees which result in the damages to [REDACTED] property shall be governed by the terms of the Federal Tort Claims Act.

7. That pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress or resident commissioner, after his election or appointment, and either before or after he has qualified and during his continuance in office, shall be admitted to any share or part of this agreement, or to any benefit to arise thereupon; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

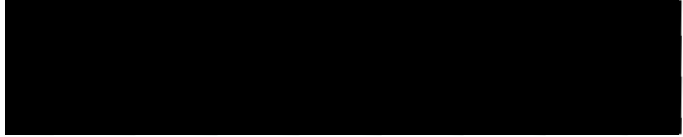
Nothing in this Agreement shall affect or interfere with the fulfillment of the obligations and rights of either party hereto to manage the lands and programs administered by them in accordance with their other basic land management responsibilities.

This Agreement may be revised as necessary by mutual consent of either party by the issuance of a written amendment, signed and dated by both parties.

Either party may terminate this Partners Agreement by providing written notice to the other. Unless terminated by written notice, this Agreement will remain in force for a period of five (5) years. At the end of that time, the parties will assess the benefits accrued and determine if the agreement should be reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Partners Agreement as of the last day and date last below written.

12/20/93
Date



ATTEST:

Deputy Midget
Secretary

(SEAL)

12/20/93
Date

U.S. DEPARTMENT OF INTERIOR FISH AND
WILDLIFE SERVICE

BY: Michael K. Haly